

| AWARD/CONTRACT | | 1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 30 PAGES | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------|------------------------------------------------------------------|---------|
| 2 CONTRACT (Proc. Inst. Incident) NO DTFH61-12-D-00018 | | 3 EFFECTIVE DATE | | 4 REQUISITION/PURCHASE REQUEST/PROJECT NO 50-50-12218 | | | |
| 5 ISSUED BY US Department of Transportation Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave. SE, Mail Stop E65-101 Washington, DC 20590 | | CODE | 6 ADMINISTERED BY (If other than Item 5) CODE | | | | |
| | | | Same as Block 5. | | | | |
| 7 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Booz Allen Hamilton 8283 Greensboro Drive McLean, VA 22102 DUNS: 006928857 TIN: 36-2513626 | | | 8 DELIVERY See Block 10, P. <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | | |
| | | | 9 DISCOUNT FOR PROMPT PAYMENT None | | | | |
| CODE | | | 10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN | | | | |
| FACILITY CODE | | | ITEM Section G | | | | |
| 11 SHIP TO/MARK FOR FHWA Center for Accelerating Innovation | | CODE | 12 PAYMENT WILL BE MADE BY CODE OKC | | | | |
| 13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> TO THE CONTRACT <input type="checkbox"/> AT THE BUREAU | | 14 ACCOUNTING AND APPROPRIATION DATA 15X0R9Y050-0000-050TV50500-5001000000-25305-610066 00 Obligate \$25,000 | | | | | |
| 15A ITEM NO | 15B SUPPLIES/SERVICES | 15C QUANTITY | 15D UNIT | 15E UNIT PRICE | 15F AMOUNT | | |
| 1 | "Innovation Deployment Technical Support and Assistance" | 1 | IDIQ | 11,994,964 | 11,994,964 | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$ 11,994,964 | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE | | | | | | | |
| 17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and to comply with conditions stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) the solicitation if any; and (c) such previous representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein) | | | 18 <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document) | | | | |
| 19A NAME AND TITLE OF SIGNER (Type or Print) | | | 19B UNITED STATES OF AMERICA | | | | |
| [Redacted Signature] | | | BY [Redacted Signature] | | | | |
| 19B NAME OF CONTRACTOR | | | 20C DATE SIGNED | | | | |
| [Redacted Name] | | | 6/25/12 | | | | |
| 19C DATE SIGNED | | | 20B UNITED STATES OF AMERICA | | | | |
| 6/25/12 | | | BY [Redacted Signature] | | | | |
| | | | (Signature of Contracting Officer) | | | | |

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, equipment and personnel, and shall perform all services necessary to provide non-personal "Innovation Deployment Technical Support and Assistance Services."

This an indefinite-delivery-indefinite-quantity (ID/IQ) contract in accordance with FAR 16.500. In accordance with the table below, the maximum potential value of all orders placed against this contract shall not exceed the amount of \$11,994,964 over five years. The distribution of this amount between cost/price and fee/profit shall be determined based upon the individual task orders awarded. The guaranteed minimum is \$25,000 for the entire period of performance.

Any travel and per diem is included within the total ceiling price of the contract, as stated above.

ID/IQ MINIMUM AND MAXIMUM AMOUNTS

| Supplies/Services | Maximum Amount | Minimum Amount |
|-----------------------------------------------------------------------|----------------|----------------|
| Innovation Deployment Technical Support and Assistance Services | \$11,994,964 | \$25,000 |

All work performed under this contract will be completed through the issuance of task orders. Each task order will be individually funded.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**BACKGROUND**

The Federal Highway Administration (FHWA) is committed to advancing the rapid adoption of proven new technology and innovative practices to build highways and bridges safer, smarter, better, faster and for less cost. This commitment extends to providing incentives to States to deploy new concepts, technology transfer to help expand awareness and understanding, technical assistance and support to insure successful deployment, monitoring and evaluation to document results and communication and outreach to spread the word and develop further interest. It also includes finding new ways to advance early adoption and to refine and deliver these tools.

OBJECTIVE

The objective of this contract is to provide support services to FHWA's Innovation Deployment Program.

SCOPE OF WORK

Under this contract, the Contractor shall perform services to support, assist, and facilitate the advancement of innovation through deployment, technology transfer, outreach and communication, training, technical support and assistance, monitoring and evaluation, documentation and reporting.

Expertise areas required may include the following:

- Construction contracting
- Intelligent construction
- Project delivery
- Highway project management
- Highway materials and infrastructure products
- Construction equipment management
- Design
- Construction / Constructability
- System preservation and maintenance
- Utilities
- Work Zone safety/operation
- Performance management/measurement
- Asset management
- Highway Operations
- Safety
- Sustainability
- Marketing
- Communication
- Multi-media capabilities
- Technical editing and writing
- Newsletter production
- Web page development/maintenance
- Web Conferencing
- Graphic design
- Videography
- Video planning and production
- Social media

- Deployment planning and execution
- Facilitation
- Technology Transfer
- Training Development and Delivery
- Event Planning and support
- Data collection and analysis
- Cost benefit analysis
- Life cycle cost analysis

All work under this contract shall be performed through the issuance of specific task orders (Reference Section G).

DELINEATION OF CONTRACTOR TASKS

In order to meet the objective of this contract and as directed by the Government through the issuance of specific task orders, the Contractor shall perform work under the following task areas:

Task Area 1: Technology Delivery

Technical Support and Assistance

The Contractor shall provide technical assistance to FHWA in developing technical and design guides and modal specifications. The Contractor shall provide technical support to agencies and Contractors in planning for and deploying innovations. The Contractor shall provide guidance and support to agencies receiving incentive grants to deploy innovations as it relates to successful deployment.

Technical Support and Assistance to State and Local Governments

The Contractor shall provide technical assistance and support within the scope of the task order to State and local governments. Technical assistance can take the form of: (1) providing assistance in understanding and successfully using innovations on projects; (2) planning, developing and delivering hands on, up-close demonstrations of the innovation; (3) facilitation of meetings; and (4) note taking and recording. The Contractor shall provide a brief written report for all site visits documenting the participating State or local government, email contacts, and phone numbers for recipients of assistance, and short summary of support provided.

Technical Workshops and Training

The Contractor shall plan, develop and deliver professional workshops and training related to the program areas to support implementation of innovative technologies. Workshops may range in length from 4-16 hours of contact time, emphasize up close, hands-on application of technology and be presented at one or more times and/or places. Within 15 days after each workshop or training presentation the Contractor shall forward to the CONTRACTING OFFICER'S

REPRESENTATIVE (COR) a brief written report of the activity. Each report shall include as a minimum: date, duration, personnel receiving training with contact information, purpose, location, copy of workshop or training materials (electronic format), and a brief summary of comments, course or event evaluations, recommendations, lessons learned, and/or observations.

Tasks issued may be to make minor revisions, while others may be for new development or major updating to stay abreast of current technology and practices. In addition, new design procedures, changing specifications, research results, emerging technologies, new regulations, computer programs, etc. continually precipitate the need for major revisions or to develop entirely new courses. In still other instances, it may be desirable to utilize distance learning wherein an instructor in one location is connected to students in one or more remote locations by satellite, web based, videoconference or other electronic medium. FHWA's goal is to optimize training for maximum effectiveness, ensuring that the greatest amount of learning takes place within certain defined constraints. Training under this contract could include a combination of instructional strategies such as lectures, videos, case studies, and group exercises/discussions. Tasks would describe appropriate course design standards for use, consistent with the format and standards of the National Highway Institute (NHI). FHWA is open to new concepts and techniques to facilitate learning and to expand access to training.

Technical Presentations

The Contractor shall develop for others and or make professional presentations at seminars, conferences, workshops and/or meetings relating to the programs of Innovation Deployment. Within 15 days after each presentation, the Contractor shall forward to the COR a brief written report of the presentation. Each report shall include as a minimum: date, duration, purpose, location, audience, copy of presentation (electronic format), and a brief summary of comments, activities, recommendations and/or observations.

Technical and Promotional Publications

The Contractor shall prepare professional quality, technical articles suitable for scientific publications, peer-reviewed journals, and promotional articles for newsletters, trade journals, briefing papers and brochures, and shall develop workshop modules on an as needed basis. It is anticipated that these article(s) will address the related activities conducted under this contract.

Monitoring, Evaluation and Reporting

The Contractor shall provide support and technical assistance to designated activities. The Contractor shall develop a monitoring/data collection schedule for each demonstration project. The schedule is to be coordinated with the Innovation Deployment Program, FHWA Division Office, and State DOT. The Contractor shall participate in project related meetings as appropriate. The Contractor shall plan and conduct designated data collection and monitoring, providing necessary equipment, quality control and qualified technicians. The Contractor will be responsible for analysis and reporting of data and results.

The Contractor shall produce a final project report documenting the accomplishments for the Program goals, the outputs, outcomes and benefits. The report shall also identify best practices and lessons learned, project details, data acquisition and analysis, quality assurance, performance measurement, technology transfer activities, and economic analysis.

Task Area 2: Outreach and Communication

Provide marketing and communications services, expert consulting services related to change initiation and management, administrative services, meeting and conference support services, graphics services and still and video photography in support of innovation information dissemination. A key information dissemination activity will be publicizing of highway design and construction success stories, showing how innovation can improve safety, reduce construction-related congestion, and improve quality, and why it is beneficial to pursue non-traditional approaches and innovations. Services provided may include:

- Expert advice on organizational change management.
- Development and execution of communication and marketing plans for the program and program elements as a whole and for individual construction projects, tools, technologies, or groups thereof.
- Development of print, video, and web-based marketing and communication tools for an array of audiences spanning the full spectrum of the highway community and its constituents (for example a public website, exhibit, newsletter, a promotional brochure, and individual sheets on Highways for LIFE example projects). This may include scripting and video production.
- Development of files of communications/marketing related items including photos, videos, graphic design elements, quotes from key individuals, speeches, etc.
- Meeting arrangements and facilities including meeting rooms, block hotel reservations for participants, reimbursement of expenses for selected participants (as directed by the Government), display and promotional materials and equipment, and audiovisual equipment.
- Mining the lessons learned from the technology deployment activities completed.
- Developing and managing mailing lists.
- Documentation of the technology deployment activities and preparing reports.
- Setup, takedown, and staffing of display booths at meetings, conferences and exhibitions in support of technology products and programs.

SECTION D - PACKAGING AND MARKING

PACKAGING

Preservation, packing, and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

SHIPMENT AND MARKING

Shipment of deliverable items, unless otherwise directed by the Government, shall be as follows:

Ship to:

Federal Highway Administration
Center for Accelerating Innovation
1200 New Jersey Ave., SE
Washington, DC 20590

Mark for: **Byron Lord, Room E84-312**

The Contractor shall mark each shipment with the company name, this contract number, the item identification, quantity of items, and notice of partial or final delivery.

F.O.B. POINT

The f.o.b. point for all items, unless otherwise directed by the Government, shall be as follows:

Federal Highway Administration
Center for Accelerating Innovation
1200 New Jersey Ave., SE
Washington, DC 20590

Mark for: **Byron Lord, Room E84-312**

All items shall be shipped f.o.b. destination.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.acquisition.gov/far

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)**52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)****52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**

SECTION F - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before 60 months from the effective date of the contract. However, any task orders issued prior to the expiration date of this contract and not completed within the period of performance of the contract shall be completed by the Contractor within the time specified under the task order. The Contractor is required to abide by the terms and conditions of this contract until the conclusion of the performance of each task order issued hereunder. The period of performance for each task order will be specified within the task order document.

CONTRACT MINIMUM/MAXIMUM

The Government will place a minimum order value of \$25,000 during the period of performance.

In the performance of task orders issued pursuant to this contract, the Government shall place a maximum order value of \$11,994,964 during the period of performance.

PLACE OF DELIVERY

The monthly progress reports (See Section G), and other deliverables as specified by individual task orders shall be delivered via email to the COR at the following email address:

Byron.Lord@dot.gov

The monthly progress reports shall also be delivered via email to the Contract Specialist at the following email address:

Guang.Zeng@dot.gov

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.acquisition.gov/far

52.242-15 STOP-WORK ORDER (AUG 1989)

52.247-34 F.O.B DESTINATION (NOV 1991)

SECTION G - CONTRACT ADMINISTRATION DATA**TASK ORDER PROCEDURES**

All funds expended under this contract shall be incurred and accounted for under individual task orders. All task orders are subject to the terms and conditions of this contract.

The following ordering procedures apply to all task orders (TOs) issued under this contract. All TOs under this contract will be competed unless a special exception to competition applies. Any supplies/services to be furnished under this contract will be ordered by issuance of written TOs. TOs shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition:

- (a) Only an authorized FHWA Contracting Officer can issue a TO under this contract.
- (b) All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.
- (c) All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal shall not be billable as direct contract expenses.
- (d) The Contracting Officer or COR will issue Task Order Proposal Requests (TOPRs) to each IDIQ Contractor awarded a contract in response to RFP DTFH61-12-R-00010, in accordance with Fair Opportunity to Compete clause below, as requirements are identified. Each TOPR will indicate the objective or results desired by the Government. This objective will be within the scope, period, and maximum value of the contract. The TOPR may be issued by electronic means. Each TOPR will indicate the desired TO type, the due date for proposal submission, the estimated level of effort (if applicable), any Government estimates for equipment and/or travel, any special requirements, and any additional selection criteria not specifically identified in the Task Order Selection Criteria clause below.
- (e) Upon receipt of a TOPR, the Contractor shall prepare a written task order proposal. The Contractor shall submit one electronic copy of the task order proposal to the Contracting Officer and one electronic copy to the COR. The task order proposal shall include, as a minimum, the following information:
 - (1) A discussion of the task order objective demonstrating the Contractor's understanding of the desired outcome.
 - (2) A concise work plan for achieving the task order objectives that clearly demonstrates the Contractor's understanding of and planned approach to the problem.
 - (3) A performance schedule that provides the following information:
 - i. Planned accomplishments/milestones
 - ii. Anticipated problems or challenges
 - iii. Planned solutions to anticipated problems or challenges

- (4) Qualifications of the proposed staff, including any proposed subject matter expert consultants.
 - (5) Identification of those responsible for preparation of the task order plan.
 - (6) A detailed cost/price proposal, including:
 - i. Proposed level of effort and labor categories
 - ii. The corresponding labor rates
 - iii. Other Direct Costs as applicable (materials, travel, etc)
 - iv. Applicable indirect rates
 - v. Rate of fee/profit; fixed fee amount
- (f) Proposals shall be delivered, on or before the due date, both to the COR and to the Contract Specialist at the following email addresses:

Attn: Byron Lord, Byron.Lord@dot.gov
Attn: Guang Zeng, Guang.Zeng@dot.gov
- (g) All task order proposals will be evaluated in accordance with the clause entitled, Task Order Selection Criteria. The Contracting Officer's selection decision on each TO request shall be final and shall not be subject to protest.
- (h) Upon selection/acceptance of a task order proposal, the Contracting Officer shall execute a Task Order. This Task Order will contain, as a minimum, the following information:
 - 1) Name and signature of Contracting Officer
 - 2) Task Order Number and Contract Number
 - 3) Effective Date of Task Order
 - 4) Task Order subject and description of Work (including deliverables)
 - 5) Period of Performance
 - 6) Total Amount of Task Order
 - 7) Accounting Data
 - 8) Reporting Requirements
 - 9) Work Plan
- (i) No work will be performed and no payment will be made except as authorized by a properly executed TO.
- (j) The Limitation of Funds or Limitation of Costs clauses will apply to any cost-plus-fixed-fee task order individually. Therefore, the Contractor is required to notify the Contracting Officer by each individual task order in accordance with clauses 52.232-22, Limitation of Funds, and 52.232-21, Limitation of Costs, as applicable. Any questions please contact the Contracting Officer.

NOTE: The type of task orders issued will vary based on the nature of the work requested and the Contracting Officer's determination.

TASK ORDER SELECTION CRITERIA

The FHWA anticipates that the following elements will be the standard criteria for awarding individual task orders: technical merit, adequacy of proposed staffing, past performance and cost/price in relation to task order requirements. Each task order will indicate any changes or additions to standard criteria. The order of importance for the factors will be identified in each individual task order proposal request. Evaluation of past performance will be based on each awardee's proposal's past performance data as supplemented by the Government and Contractor during the period of performance. As work proceeds under this contract, it is probable that the past performance data submitted with the original contract proposal will be given less weight as current performance reports received on task orders performed under this contract.

FAIR OPPORTUNITY TO COMPETE

It is the Government's intent to give each awardee a "fair opportunity" to compete for each order in excess of \$3,000. However, awardees need not be given the opportunity to be considered for a particular TO if the Contracting Officer determines that:

- (a) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- (b) Only one such Contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (c) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the contract or through exercise of option periods specified in the original TO, provided that all awardees were given fair opportunity to be considered for the original TO; or
- (d) It is necessary to place a TO to satisfy a minimum guarantee.

OMBUDSMAN

The Contracting Officer's selection decision on each TO request shall be final and shall not be subject to protest, except for a protest that the TO increases the scope, period, or maximum value of the contract. Accordingly, in accordance with FAR 16.505 (b) (6), an ombudsman has been appointed to hear and facilitate the resolution of Contractor's concerns resulting from task order award. The existence of the ombudsman is not to diminish the authority of the contracting officer. Further, the ombudsman does not participate in the evaluation of the proposals or the adjudication of formal contract disputes. Therefore, before consulting with the ombudsman,

interested parties must first address their concerns, issues, disagreements and/or recommendations to the Contracting Officer for resolution.

If resolution cannot be made by the Contracting Officer, interested parties may contact the FHWA ombudsman.

PAYMENT – COST REIMBURSEMENT

- (a) The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Part 31.2 of the Federal Acquisition Regulation in the not-to-exceed amount of \$11,994,964 subject to the Limitation of Funds Clause.
- (b) For cost-plus-fixed-fee task orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of cost-plus-fixed-fee task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with "The FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer is required if the Contractor wishes to use a different payment request format.
- (c) In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the Contracting Officer that the Contractor is making adequate progress toward successful contract completion.
- (d) Final invoice payment shall be made upon the Contracting Officer's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.
- (e) The actual amount of fixed fee payable under this IDIQ contract will be established through the issuance of any cost-plus-fixed-fee task orders under the contract. The Contractor may request payment of fixed fee, by submission of a separate invoice, upon the successful completion of each cost-plus-fixed-fee task order unless otherwise specified in the task order. The Government will pay the fixed fee amount for each Task Order based on the Contracting Officer's determination that all work under the Task Order has been satisfactorily completed.

PAYMENT OF FIRM FIXED PRICE TASK ORDERS

For firm-fixed-price task orders, unless otherwise specified in the individual task order, the Contractor may request payment for the firm-fixed-price specified in the task order upon the

Government's acceptance of all work under that task order. Satisfactory completion and acceptance of the task order will be made by the Contracting Officer.

INDIRECT COSTS

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate approved by DCMA. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

LABOR ESCALATION

Direct labor rates for all personnel billed under this contract shall incorporate an aggregate salary escalation not to exceed [REDACTED] per year, during the period of performance.

INVOICING REQUIREMENTS

A proper invoice includes the following information:

1. Name of the business concern, invoice date and number (sequential numbering of invoices under each Task Order is required).
2. Task Order number
3. Service being invoiced
4. Amount of current invoice
5. If cost reimbursement, breakdown of costs by cost element (i.e. labor, overhead, ODC's, travel, fee, etc...)
6. Signature of an authorized official, certifying that the invoiced amounts are proper.
7. Taxpayer Identification Number
8. Date of delivery or service

The cumulative amount billed to date, and supporting documentation for travel and per diem or other reimbursable costs should be displayed on subsequent pages of the invoice.

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents may be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

(a) Include the invoice as an attached PDF document

(b) Include in the e-mail subject line the following:

- (i) "Invoice No. #
- (ii) Task Order Number
- (iii) Name of your Company/Organization."
- (iv) Attention: *Guang Zeng*

Example: Invoice No. 2 – DTFH6112D00016-T-1200X – ABC Company – Attn:
Guang Zeng

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the Contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: Guang Zeng
Express Delivery Point of Contact: April Grisham, 405 954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention: Guang Zeng

All invoices, regardless of submission method, must identify the Contract Specialist as the invoicing point of contact.

An invoice submitted to an address other than those identified above will be returned to the vendor as non-conforming.

NOTE: Each task order shall be invoiced as a separate contract with its own individual numbering and tracking of costs.

SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

The requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:



Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

TRAVEL AND PER DIEM

Travel will be reimbursed in accordance with the Federal Acquisition Regulation (FAR), and the current Federal Travel Regulations (FTR) which are promulgated at 41 CFR, Chapters 300 to 304 and viewable at www.gsa.gov/federaltravelregulation. The FTR implements statutory requirements and Executive branch policies for travel by federal civilian employees and others authorized to travel at government expense. The total travel costs shall not exceed the amounts negotiated at the contract or task order level without express written approval of the Contracting Officer. The following issues are summarized below to ensure a thorough and consistent understanding:

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer. **Fee is not authorized for travel and per diem expenses.**

Approved per diem rates and POV mileage reimbursement rates are located at www.gsa.gov/perdiem.

NOTE: Most "economical form of transportation available" includes nonrefundable tickets for travel unless the task order specifically states that the travel date(s) is tentative only.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work delivered under this contract.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of contract award. The COR's responsibilities will include technical monitoring of the Contractor's performance and inspecting and accepting deliveries under the contract. The COR will be appointed in writing, at which time ALL of the responsibilities of the COR will be detailed, and a copy of the appointment memorandum will be furnished to the Contractor. Any changes to the COR delegation will be made in writing, either by changes to the existing memorandum, or by issuance of a new appointment memorandum. Copies of any changes will be provided to the Contractor.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to any modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed, or issue any order causing the Contractor to stop work;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.


(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.


KEY PERSONNEL

The Contractor has designated the following as the key personnel under this Contract:

| Position | Personnel |
|---------------------------|--------------------------------------------------------------------------------------|
| Project Manager |  |
| Senior Highway Engineer | |
| Communications Specialist | |

In the event that the key personnel become unavailable to continue in the performance of this Contract, the appointment of a replacement shall be subject to prior written approval of the Contracting Officer.

CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Project Manager for this contract is  who shall communicate with the COR to determine the Government's work requirements as set forth in the Statement of Work and shall assure that these requirements are fulfilled. In the event the designated Project Manager is incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract

performance, replacement of the incumbent Project Manager shall be subject to the approval of the CO.

NON-PERSONAL SERVICES CONTRACT

This contract is a "non-personal services contract" as defined in the FAR Subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees, consultants and subcontractors:

- (1) Shall perform the services specified herein as independent Contractors, not as employees of the Government.
- (2) Shall be responsible for their own management and administration of the work required, and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract.
- (3) Shall be free from any direct or indirect supervision or control by any Government employee with respect to the manner or method of performance of the services specified.
- (4) Shall, pursuant to the government rights under contract clauses such as "Inspection," and "Key Personnel" comply with such general direction of authorized Government employees as is necessary and appropriate to ensure accomplishment of the contract requirements and objectives.

RESTRICTIONS AND STANDARDS OF CONDUCT

The Contractor and his/her employees shall conduct only business covered by this contract during periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

MONTHLY PROGRESS REPORTS

Monthly progress reports shall be made on the basis of each task order issued under this contract. However, the Contractor shall submit the compiled reports for all concurrent task orders as one submission. The Contractor shall furnish one electronic copy of a monthly report (see sample format in Section J) to the COR and one electronic copy to the Contract Specialist on or before the 15th of the month following the month being reported.

Each report shall contain concise statements covering the activities relevant to each task order, which shall be covered individually:

- (a) A clear and complete account of the work performed during the month reported.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of the individual task order within the time and fiscal constraints as set forth in the task order, together with recommended solutions to such problems; or, a statement that no problems were encountered.

- (d) A copy of the schedule of deliverables/milestones for the task order, with a description of the completion status of each deliverable or milestone.
- (e) A tabulation of the planned, actual and cumulative hours expended by the personnel identified in the task order.

Additional reporting requirements may be included at the task order level.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PROCUREMENT AUTHORITY

FHWA is the only agency authorized to place orders under this contract, or to modify, suspend, or terminate this contract. The FHWA Office of Acquisition Management Contracting Officer is the only individual within FHWA authorized to perform this function.

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE – CONTRACTOR PERFORMANCE EVALUATIONS

- a. Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
- b. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 30 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
- c. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

FHWA utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts. The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the FHWA Contract Specialist registers the contract in CPARS, the Contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at www.cpars.csd.disa.mil for review and comment in CPARS.

UNAUTHORIZED USE AND DISCLOSURE OF PROPRIETARY INFORMATION

To the extent that the work under this contract requires access to proprietary data, the Contractor shall protect such data from unauthorized use. This refers to either Government or other confidential financial or business information.

ACCESS TO SENSITIVE INFORMATION BY CONTRACTOR EMPLOYEES

Work under this contract may involve access to sensitive information* which shall not be disclosed by the Contractor unless authorized by the Contracting officer. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the Contracting officer:

The Contractor shall ensure that Contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.

The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest,

conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this Contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer, and one copy to the COR.

LIMITATION ON FUTURE CONTRACTING

It is agreed by the parties of this contract that the Contractor will be restricted in its future Contracting with FHWA to the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for FHWA business on an equal basis with other companies.

If the Contractor, under the terms of this contract, is required to develop specifications or statements of work, or materials leading directly, predictably or without delay to a statement of work to be used in the competitive procurement of a system or services, the Contractor shall be ineligible to perform the work described within that solicitation as a prime Contractor, Subcontractor, Consultant, or in any capacity to any supplier under an ensuing FHWA contract. Such restrictions shall remain in effect for one year following the date of the initial solicitation.

PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION

The contract resulting from this solicitation will contain FAR clause 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration." All Contractors receiving payments under FHWA contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database. The CCR is a Department of Defense (DOD) web-based repository of Contractor information. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or Contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts.

Interested offerors should read and understand the requirements of FAR 52.232-33. The successful offeror must register in the CCR before submitting any invoices or contract financing instruments to the FHWA, and must maintain current, updated information in CCR throughout the performance period of the contract. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The Contractor is responsible for the

accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

*******ALERT***** FRAUDULENT CCR LETTERS*******

Recently, current U. S. Department of Transportation (DOT) Contractors and potential Contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential Contractors register in the DOD CCR. If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, Contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or <http://www.ccr.gov/index.cfm> .

PART II

SECTION I - CONTRACT CLAUSES

FH.1 Printing Restrictions

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far>

52.202-1 DEFINITIONS (JAN 2012)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from
Fraud <http://www.oig.dot.gov/sites/dot/files/OIG-generic-2.pdf>

- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)**
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)**
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)**
- 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)**
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)**

(a) *Invoicing.*

(3) The designated payment office will make interim payments for contract financing on the 30th day

52.216-8 FIXED FEE (JUN 2011)**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the effective date of this contract listed on page 1.**

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order in excess of the maximum dollar value of the contract;

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **[12 months from the end date of the period of performance of this contract]**.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

- 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS (JAN 2011)**
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) - ALTERNATE II (OCT 2001)**
- 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)**
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (DEC 2010)**
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**
 - (a) overtime premium does not exceed \$0
- 52.222-3 CONVICT LABOR (JUN 2003)**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) – ALTERNATE I (Aug 2007)**
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:
<http://www.dhs.gov/E-Verify> .

- 52.223-6 **DRUG-FREE WORKPLACE (MAY 2001)**
- 52.223-18 **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT
MESSAGING WHILE DRIVING (AUG 2011)**
- 52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- 52.227-1 **AUTHORIZATION AND CONSENT (DEC 2007)**
- 52.227-2 **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (DEC 2007)**
- 52.227-14 **RIGHTS IN DATA--GENERAL (DEC 2007)**
- 52.228-7 **INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)**
- 52.229-4 **FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL
ADJUSTMENTS) (APR 2003)**
- 52.230-2 **COST ACCOUNTING STANDARDS (MAY 2012)**
- 52.230-3 **DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING
PRACTICES (MAY 2012)**
- 52.230-6 **ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**
- 52.232-7 **PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (FEB 2007)**

(h) *Interim payments.*

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- 52.232-8 **DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- 52.232-16 **PROGRESS PAYMENTS (APR 2012) -- ALTERNATE III (APR 2003)**

- 52.232-17 INTEREST (OCT 2010)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2008)

(a) *Invoice payments—*

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 30th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- 52.232-25 PROMPT PAYMENT – (OCT 2008) ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (**identify proposal and date**) to establish final indirect costs rates for (**identify period covered by rate**) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

52.242-13 **BANKRUPTCY (JUL 1995)**

52.243-1 **CHANGES--FIXED-PRICE (AUG 1987) -- ALTERNATE III (APR 1984)**

52.243-2 **CHANGES—COST REIMBURSEMENT (AUG 1987) – ALTERNATE I (APR 1984)**

52.243-3 **CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)**

52.244-2 **SUBCONTRACTS (OCT 2010)**

52.244-5 **COMPETITION IN SUBCONTRACTING (DEC 1996)**

52.244-6 **SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)**

52.245-1 **GOVERNMENT PROPERTY (APR 2012) - ALTERNATE I (APR 2012)**

52.245-9 **USE AND CHARGES (APR 2012)**

52.246-25 **LIMITATION OF LIABILITY--SERVICES (FEB 1997)**

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)--
 ALTERNATE I (APR 1984)**

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS
 (48 CHAPTER 12) CLAUSES**

1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

1252.237-72 PROHIBITION ON ADVERTISING (JAN 1996)

**1252.239-71 INFORMATION TECHNOLOGY SECURITY PLAN AND
ACCREDITATION (APR 2005)**

1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

SECTION J - LIST OF ATTACHMENTS

1. Format for Monthly Progress Reports
2. FHWA Billing Instructions for Cost Reimbursement Contracts

**FORMAT
FOR
MONTHLY PROGRESS REPORTS**

- A. Work Performed Under Each Task Order:
- B. Work Planned for Next Period:
- C. Identification of Problems/Recommended Solutions:
- D. A copy of the schedule of deliverables/milestones for the task order, with a description of the completion status of each deliverable or milestone:
- E. Effort Expended by Personnel:

Effort (Staff-Hours)

| <u>Employee Name</u> | <u>Contract Time Allocated</u> | <u>Cumulative Last Period</u> | <u>Cumulative This Period</u> |
|----------------------|------------------------------------|-----------------------------------|-----------------------------------|
|----------------------|------------------------------------|-----------------------------------|-----------------------------------|

Department of Transportation
Federal Highway Administration
Office of Acquisition Management

Billing Instructions

Cost Reimbursement Contracts

1. **Introduction**

Reimbursement procedures related to negotiated cost-type contracts involving the preparation and submission by Contractors of properly prepared vouchers to the Government. These instructions are provided for the use of Contractors in the preparation and submission of vouchers requesting reimbursement for work performed under the contract. The submission of vouchers as suggested herein will keep the correspondence and other causes for delay to a minimum and will thus assure prompt payment to the Contractor.

2. **Forms to be Used**

In requesting reimbursement, Contractors are urged to use the regular Government voucher forms, "Public Voucher for Purchases and Services Other than Personal," SF-1034 (Exhibit A), and "Public Voucher for Purchases and Services Other than Personal - Continuation Sheet," SF-1035* (Exhibit B). The Contractor may also use its own forms, provided the Contractor's forms follow the format of SF-1034 and SF-1035.

*These documents are not included. Please contact Samantha Reizes at Samantha.Reizes@fhwa.dot.gov or at (202) 366-4224 for these documents.

3. **Preparation**

Each billing shall be prepared in an original and two copies, arranged in two parts as follows, and submitted at intervals as specified by the terms of the contract. Each billing must be sequentially numbered, beginning with one for each contract. Billings for different contracts may not be co-mingled on a single billing.

Part I - Summary of All Costs

This portion consists of a listing of cost elements, by general categories, i.e., direct labor, overhead, etc., showing the amounts incurred during the period covered by the billing. The reimbursement costs incurred, and the dates for the period for which billing is made, must fall within the period as set forth in the contract.

The Contractor shall include the following signed certification for support service contracts:

"I certify that the hours and/or materials identified are allocable to the job being

billed and that the costs are justified as attributable solely to the performance of this Government contract.”

The Contractor shall include the following signed certification for all other cost reimbursement contracts other than support services:

“I certify that all payments requested have been incurred, are allocable to this contract and have not been billed previously.”

Part II - Details of Direct and Indirect Costs:

This part consists of a detailed statement of direct and indirect costs and supports each category of costs shown in Part I. The Contractor shall include a breakdown for the current billing period and cumulative totals since contract execution. The detailed information to be continued in Part II is to assist the Contracting Officer and program office personnel in verifying voucher vis-à-vis contract performance. The categories of costs should be itemized and described as follows:

a. **Direct Labor**

Direct labor costs consist of salaries and wages paid for scientific, technical, and other work performed pursuant to the terms of the contract and shall be billed as follows:

List employees whose salaries or wages, or portions thereof, were charged to the contract; show the name, title, rate, days (or hours) worked and amount for each individual. Indicate if the labor rates include fringe benefits. If it is the Contractor's established practice to treat fringe benefits as a direct cost at a percentage of total labor costs, show the rate and amount as a separate item. If it is the Contractor's established practice to treat fringe benefits as an indirect cost, such costs shall be billed separately as an indirect cost item.

The cost of direct labor charged directly to the contract shall be supported by time records maintained in the Contractor's office.

NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as “Other Direct Costs” if this treatment is in accordance with generally accepted accounting standards.

Premium pay is the difference between the rates normally paid on a straight time basis, and amounts paid for overtime or shift work. Such pay is not included in the direct labor and shall not be included in the billing for “direct labor” unless the Contractor has permission to utilize premium rates.

Unless provided for in the contract, premium pay must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay cause delays in payment due to suspensions and exchange of correspondence. Citations to authorizations for premium pay will avoid delays in payment.

Authorized premium pay may be shown in Part I as a single item; in Part II it must be separately itemized for each position or job category showing the amount and a citation of the Contracting Officer's letter of authorization.

If there is an annual escalation clause for direct labor in the contract, these rates shall not be exceeded in the billings.

b. **Materials and Supplies**

Only those items which the Contractor normally treats as "direct costs" shall be claimed under this heading. Items costing less than \$25 should be listed by category of materials or supplies (e.g., film, rentals, office supplies). Materials and supplies which exceed a unit price of \$25 should be billed separately. Show the description and dollar amount of individual items. All materials and supplies charges must be supported by the Contractor's records.

c. **Other Direct Costs**

NOTE: Other direct costs represent expenses related directly to the contract, provided such expenses are consistently treated as direct costs rather than indirect costs.

d. **Travel**

When authorized in the contract as a direct cost, travel costs directly related to specific contract performance may be billed as a direct cost. Travel costs detail in Part II shall include:

1. Name of traveler and official title.
2. Purpose of trip.
3. Dates of departure and return to starting point (station or airport).
4. Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
5. Unless otherwise authorized, travel costs will be reimbursed based on DOT Travel Regulations. This regulation provides for CONUS Per Diem reimbursement prescribed by GSA. Current regulation limits first and last days of travel to 3/4 Per Diem for each day.

If travel is made at other than economy fares, a statement shall be included indicating the reason for the deviation. Also, a copy of the air or rail ticket shall be included.

e. **Consultant Fees**

Part II of the voucher shall include the consultant's name, rate, number of days or parts of days and the total amount of charges.

f. **Subcontract Payments**

The voucher shall include the name of the subContractor and the total amount of charges, supported by a breakdown by elements of cost.

g. **Equipment**

Nonexpendable equipment must be identified, showing name of article, make, model, number of units, unit cost, and total cost.

h. **Indirect Costs**

Pending the establishment of final negotiated indirect rates for the Contractor's fiscal year or period of contract, whichever is applicable, indirect costs, i.e., overhead, fringe benefits and general and administrative expense must be billed at rates set forth in the contract. Rates can be changed during performance of the contract only by contract modification. When the rates are changed, the Contractor shall show revised rates on succeeding vouchers.

i. **Fixed-Fee**

Fixed-Fee is to be billed in accordance with the terms of the contract.

j. **Cost of Money**

If applicable, cost of money shall be billed at rates set forth in the contract.

k. **Withholding**

Indicate the amount of cost/fee to be deducted from the cost subtotal, along with the percentage of withholding, as set forth in the contract.